



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR SCOTTSDALE AIRPORT ENGINEERING SERVICES JULY 17, 2006

The City of Scottsdale is seeking an experienced Engineer with proven qualifications to provide professional airport engineering services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to, airport master planning, environmental analysis/assessments, design engineering, construction management, land use compatibility, conceptual layouts, facility design, activity forecasting, financial planning, program management, airport/community relations programs, grant administration, architectural design and special feasibility management and operations evaluations as may be necessary.

AIRPORT OVERVIEW

Historical Perspective

Scottsdale Airport began as Thunderbird II Airfield in the 1940s and was used by the U.S. Army Air Corps to train pilots during World War II. At any one time, nearly 1,000 pilot cadets were training at the Airfield. The Airfield had a typical triangular military configuration with hangars and support facilities located on the south side.

As the demand for pilots decreased after the war, Thunderbird II Airfield (which consisted of approximately 720 acres at the time) was sold (through the Surplus Property Act) to the Seventh-Day Adventists in 1953. The Seventh-Day Adventists built a church and the Thunderbird II Academy (a private school), and operated the Airport as a private facility providing "missionary" pilot training.

In early 1962, a land developer, George Tewksbury of Landel Inc., began negotiating with the Church to acquire approximately 642 acres of the original 720 acres to develop an industrial park. In September of 1964, the City of Scottsdale approved the rezoning of the 642 acres and signed a deed to acquire an additional 201 acres for the development of a municipal airport.

In June 1966, the City acquired 226 acres (an additional 25 acres was needed for clear zone protection) with funding provided by the FAA. The City then constructed a paved 4,800-foot by 75 foot runway, an aircraft parking apron, connecting taxiway, and aircraft turn-a-rounds that same year. In 1969, a parallel taxiway was constructed on the west side of the runway. In addition, taxiway lighting, additional apron, and a wind tee were installed. During the same period, the City constructed a 4,800 square foot (SF) general aviation terminal building.

During the 1970s, the City constructed a 20,000 SF conventional hangar, 22 shade hangars, and 10 nested T-hangars. An office building, constructed in 1972, was leased to the FAA Flight Standards District Office (FSDO). In 1973, construction began on an FAA Airport Traffic Control Tower (ATCT). The ATCT was officially commissioned for operation in November 1974. This was the same year the first Airport Master Plan for the Airport was initiated.

Several improvements were completed during the 1970s including the installation of Visual Approach Slope Indicators (VASI) and Runway End Identifier Lights (REIL) to both runway ends. An additional

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apron area was constructed to accommodate 83 tiedowns as well as a private 20,000 SF conventional hangar, 55 T-Hangars, and 44 T-Shades.

In the 1980s, the City added 3,619 SF to the Airport terminal building providing office space and a restaurant facility. A 4,800-foot parallel taxiway was constructed on the east side of the runway as well as additional apron for 52 tiedowns. Security lighting and the acquisition of 56 acres for a runway extension were also accomplished. The northeast end of the runway was extended providing a total runway length of 8,249 feet. The parallel taxiway on the west side of the runway was also extended to 8,249 feet. The original 4,800 feet of pavement was overlaid as well.

Also during the 1980s, two larger conventional hangars and additional office space were constructed. In 1989, a new ATCT was constructed on the east side of the runway near midfield. This new location, along with a taller tower, enhanced the ability for ATCT personnel to see the end of each runway and aircraft in the traffic pattern.

During the 1990s, the City completed several apron rehabilitation projects, drainage and erosion control projects, terminal building expansion, and extension of the Bravo Taxiway, runway safety area improvements, and apron pavement preservation. More recently, the runway was widened to 100 feet and several taxiway/taxilanes were reconstructed or resurfaced. Several airfield drainage projects were also completed.

Finally, in the past three years the Bravo taxiway, Kilo ramp and Airport access road were reconstructed, several runway safety/object free area improvements were made and the airport electrical vault was renovated. Future airport improvement projects as indicated on the 2006 ACIP for which FAA and ADOT grant funding has been requested is as followed:

Project Year/Name	Total Cost	Funding Source
FY 2007		
Design and Construct Greenway and Delta Taxilane Connectors (2,140 SY)	\$155,000	F/S/L
Environmental Assessment for Land Acquisition	\$150,000	F/S/L
Construct Corporate Jets Apron (37,400 SY)	\$2,041,200	F/S/L
Construct Taxiway Guidance Signs (RSAT)	\$1,000,000	F/S/L
Hold Line/Signage Relocation (RSAT)	\$750,000	F/S/L
Run-up Areas Expansion (RSAT)	\$500,000	F/S/L
Design and Construct Washrack	\$138,000	S/L
Master Plan Update	\$150,000	S/L
FY 2008		
Construct CJAC Apron (32,300 SY)	\$2,224,000	F/S/L
Land Acquisition (4 acres)	\$5,227,200	F/S/L
Design Parking Garage (300 spaces)	\$250,000	S/L
FY 2009		
Design/Construct Runway 3/21 (117,000 SY)	\$1,350,000	F/S/L
Construct Scottsdale FBO Apron (32,600 SY)	\$2,242,700	F/S/L
Construct Parking Garage (300 spaces)	\$3,133,800	S/L
Environmental Assessment for Land Acquisition	\$150,000	S/L
FY 2010		
Land Acquisition (4 acres)	\$4,573,800	F/S/L
FY 2011		
Upgrade Rotating Beacon	\$100,000	S/L
Notes: F = Federal, S=State and L=Local		

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Profile

Name: Scottsdale Airport (SDL)
Owner: City of Scottsdale
Operator: City of Scottsdale
Location: Nine miles north of the Scottsdale Central Business District (CBD)
Runway(s): One asphalt runway (3/21) which is 8,249 feet by 100 feet.
Wheel bearing: 45,000 lbs. (single wheel) and 75,000 lbs. (dual wheel) MCTW
Approaches: GPS, RNAV, and VOR
Acreage: 320 acres
Role: Reliever
Classification: General Aviation
FAA Control Tower: 6am to 9pm (local)

Strengths

The quality and condition of the Scottsdale infrastructure is excellent. The 8,249-foot long by 100-foot wide runway was resurfaced in July 2000. The FAA designates the Airport as a "reliever". As such, the Airport serves the non-commercial (non-air carrier) needs of the Phoenix Metropolitan Area. In addition, the Airport relieves congestion at Sky Harbor International Airport (PHX) by diverting general aviation traffic from this large hub air carrier airport.

The Airport, which averages 360 VFR days a year, is currently served by several non-precision approaches. While rising terrain to the north and air carrier traffic to the south has precluded the development of a traditional precision approach (ILS), the City is currently working with the FAA to develop a "stand-alone" GPS approach to the Airport.

The Airport, which is surrounded by the Airpark and located in close proximity to many major resorts and prestigious communities in the north valley (in particular), is ideally situated.

Limitations

Scottsdale is a Design Group II airport with a weight restriction of 75,000 pounds maximum certificated takeoff weight (MCTW). As a result, the largest (ultra long-range) general aviation aircraft in operation today (including the Boeing Business Jet, and the Airbus Business Jet) are unable to use the Airport.

In addition, as of April 1997, the Airport Master Plan stated that the Airport's annual service volume (ASV) was 199,000 aircraft operations. Operations at SDL exceeded the ASV three of the past five years. Although the FAA stipulates that capacity improvements should be considered when operational levels reach 60% of ASV, physical constraints preclude the development of a parallel runway. While the Airport Master Plan examines some capacity alternatives, the single runway could be a constraining factor at some point in the future.

Role

As indicated previously, the City of Scottsdale is known throughout the country as a community where quality of life and economic progress are synonymous.

The outstanding facilities of the Airport and the amenities of the Scottsdale area have attracted a large number of businesses (and/or business owners) that want to be located on or near the Airport. These same facilities and amenities (including some of the finest resorts in the world) draw general aviation and corporate business travelers from all over the country to visit Scottsdale for business and recreational purposes.

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As Scottsdale continues to develop into one of the major markets of the Southwest, the Scottsdale Airport will continue to play a key role in linking the Scottsdale economy to the Southeast and the nation.

QUESTIONS REGARDING REQUEST

Questions shall be submitted in writing, by e-mail, by fax, via U. S. Mail, overnight/same day service or hand delivered to the Aviation Division's Office on or before, but not later than 4:00 P.M., Local Time, July 28, 2006. The outside of the envelope shall be appropriately marked "Questions for Request for Qualifications for Scottsdale Airport Engineering Services". Unmarked envelope that contains questions may be mistaken as RFQ submittal and may not be opened until the official opening date of the solicitation. Faxed questions must have a cover sheet. Questions may be e-mailed to sgray@scottsdaleaz.gov or faxed to (480) 312-8480.

When submitting your questions you must indicate the page number, section heading, and section number (if applicable) of the area in question. Any doubt as to the requirements of this Request for Statement of Qualifications or any apparent omission or discrepancy should be presented to the City. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Statement of Qualifications.

The City of Scottsdale will not be responsible for the submitter adjusting their submittals based on oral instructions by any member of the City or City staff. Submittals deviating from the specifications contained herein by any means other than written addendum issued by the City of Scottsdale Aviation Division will be subject to rejection. **In the event of a conflict between the terms of the Contract Agreement and the terms of the Request for Statement of Qualifications, the terms of the Contract Agreement shall control.**

CONTRACT TERMS

The successful submitter will be required to execute a Contract Agreement substantially in the form as provided in Exhibit "A" and perform all obligations there under whether or not otherwise required by the Request for Statement of Qualifications.

Services of the Engineer shall be available on a continuous basis for a period of three (3) years commencing as of the effective date of the Contract. The City reserves the option to extend this Contract, for a maximum of two (2) more one-year periods, upon the concurrence of the Contract Administrator. Specific services outlined in all subsequent Authorization of Services shall be undertaken and completed in the sequence and time frame specified in each Authorization of Services. It is understood that specific services, beginning during the time of performance as outlined above, may require the services of the Engineer beyond the termination date of this contract, in which case, the provisions of this Contract will remain in effect for the completion of that specific service.

SUBMITTER INSTRUCTIONS

Submittals must be organized so that each element (identified under Submittal Content) is addressed in the order indicated. Submitters must answer all questions completely and accurately and furnish all required information/documents – failure to do so may result in disqualification.

One (1) original plus seven (7) complete sets of the submittal must be submitted in a sealed envelope with the Request for Statement of Qualifications subject and the submitter's name and address clearly indicated on the envelope. Submittals must be typewritten using minimum 12-point font on standard 8½" by 11" paper. Submittals, (excluding the cover letter, completed forms as specified herein, and resumes provided in the appendix) must not exceed 20 single sided. Double-sided pages will count as two (2) pages. It is understood that certain exhibits and figures are better presented on 11" x 17" paper. Such exhibits may be included but should be kept to a minimum. Should such 11" x 17" exhibits be included, they will count as two (2) pages (four if double-sided). Submittals must be bound on the left, long side.

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The issuance of this Request for Statement of Qualifications does not obligate the City to pay any costs incurred in the preparation and submission of the Statement of Qualifications.

SUBMITTAL CONTENT

1) Cover letter

Each Submitter must submit a cover letter on the proposing firms letterhead. An authorized representative of the submitting firm must sign the cover letter. The cover letter must include the a statement that the firm(s) have read and understood all elements of the Airport Engineering Service Contract, take no exceptions, and will execute the contract without modifications.

2) Submitter Information

Each Submitter must complete all required information and/or documentation identified in the following pages, including the Submitter Information Form. Submittals will be evaluated based upon the following information.

A. General Firm Information (0-20 points)

- 1) Identify the current legal name of your firm (Prime Firm) along with the number of years operating under this name. If less than 5 years, list all other legal names under which the firm operated within the past 5 years.
- 2) Identify the current legal name of the firm that will be primarily responsible for providing planning services during the term of this contract along with the number of years it has operated under this name. If less than 5 years, list all other legal names under which the firm operated within the past 5 years. If this firm will be the same as the Prime Firm, so state.
- 3) Identify the current legal name of the firm that will be primarily responsible for providing construction phase, on-site Resident Engineering and Inspection services during the term of this contract along with the number of years it has operated under this name. If less than 5 years, list all other legal names under which the firm operated within the past 10 years. If this firm will be the same as the Prime Firm, so state.
- 4) Identify the location of the office from which the majority of the production work will be performed. Provide a table that lists each of the work titles that make up the staff of that office. Along with the list of titles, provide the total numbers of staff in that office carrying each title.
- 5) If utilizing a subconsultant for the provision of airport planning services, identify the location of the office from which the majority of the production work for planning services will be performed. Provide a table that lists each of the work titles that make up the staff of that office. Along with the list of titles, provide the total numbers of staff in that office carrying each title.
- 6) If utilizing a subconsultant for the provision of construction administration and inspection, identify the location of the office from which the majority of the construction phase services will be performed. Provide a table that lists each of the work titles that make up the staff of that office subconsultant as located in the office out of which the majority of the construction administration and inspection work will be performed. Along with the list of titles, provide the total numbers of staff in that office carrying each title.
- 7) Provide a brief description of two (2) relevant airport engineering projects performed by your firm. ***These projects are not to be the same as those identified for the individuals as requested in Section B below.*** For each project, provide the following information:

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- (a) The year the project was completed.
 - (b) The role of the firm on the project.
 - (c) Identify whether or not this project was part of a multi-year, on-call contract and, if so, the start and end dates of the on-call contract.
 - (d) The names and phone numbers of two (2) individuals employed by the Airport Sponsor at the time that are/were familiar with the project and thus can adequately comment on the quality of service provided.
- 8) Provide a brief description of two (2) relevant, airport planning projects performed by your firm (or your subconsultant planning firm). ***These projects are not to be the same as those identified for the individuals as requested in Section B below.*** For each project, provide the following information:
- (a) The year the project was completed,
 - (b) The role of the firm on the project
 - (c) Identify whether or not this project was part of a multi-year, on-call contract and, if so, the start and end dates of the on-call contract.
 - (d) The names and phone numbers of two (2) individuals employed by the Airport Sponsor at the time that are/were familiar with the project and thus can adequately comment on the quality of service provided.
- 9) Provide a summary statement of your team's qualifications for being the City of Scottsdale's airport engineering consultant over the term of this contract.

B. Team Organization and Experience (0-30 points)

- 1) Provide an organizational chart identifying the key staff from your firm, your planning subconsultant firm, and your construction phase services firm, that will be assigned to projects under the term of this contract. The following positions must be identified:
- (a) Principal-In-Charge
 - (b) Project Manager
 - (c) QA/QC Manager
 - (d) Lead Airport Engineer
 - (e) Lead Airport Planner
 - (f) Resident Engineer for Construction

For each person shown on the organizational chart, identify the location of the office to which they are ***currently*** assigned.

- 2) For each person shown on the organizational chart, provide a summary of the respective individual's experience and qualifications to perform in this role. As part of this item, and for each individual, identify the following:
- (a) The total number of years of experience
 - (b) The total number of years of experience for which a majority of the individual's time has been spent providing airport consulting services.
 - (c) A brief description of the three (3) most recent, relevant, airport projects in which they participated. For each project provide the following:
 - (1) The year the project was completed,
 - (2) The role the individual played on the project
 - (3) Identify whether or not this project was part of a multi-year, on-call contract and, if so, the start and end dates of the on-call contract.

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- (4) The name of the firm with which the individual was employed at the time
 - (5) The names and phone numbers of two (2) individuals employed by the Airport Sponsor at the time that are/were familiar with the project and thus can adequately comment on the quality of service provided by the individual.
- 3) Provide, as an appendix, an individual resume for each person shown on the organizational chart.

C. Familiarity with Providing Airport Engineering and Planning Services (0-30 points)

- 1) Provide a sample Gantt chart, task level project schedule, created using the Microsoft Project software using Critical Path Method (CPM) techniques for a generic taxiway pavement rehabilitation project that will be funded by the FAA and ADOT. In preparing this schedule, assume that your firm will be responsible for assisting the City of Scottsdale in all phases of the project including the preparation of the initial grant application, project programming, detailed design, bidding and award, construction administration and inspection and grant closeout. Establish durations for the tasks assuming that the taxiway to be rehabilitated is 3,500 feet long by 40' wide with paved shoulders, and based upon your familiarity with general airport engineering design processes, the City of Scottsdale, the Scottsdale Airport itself, ADOT-Aeronautics, and the Western Pacific Region FAA. For each task in the Gantt Chart, show the task duration, start and finish dates and predecessors. Assume a project start date of November 1, 2006.
- 2) Provide a sample Gantt chart, task level project schedule, created using the Microsoft Project software using Critical Path Method (CPM) techniques for performing the Airport's Master Plan Update that will be funded by the ADOT. In preparing this schedule, assume that your firm will be responsible for assisting the City of Scottsdale in all phases of the project including the preparation of the initial grant application, project programming, detailed planning activities and document preparation, and grant closeout. Establish durations of the tasks based on your familiarity with general airport planning processes, the City of Scottsdale, the Scottsdale Airport itself, ADOT-Aeronautics, and the Western Pacific Region FAA. For each task in the Gantt Chart, show the task duration, start and finish dates and predecessors. Assume a project start date of November 1, 2006.

D. Current Workload (0-20 points)

- 1) For each individual identified on the Organization Chart, list ***all*** current projects for which the individual is currently performing work tasks. For each project, provide the anticipated completion date.
- 2) For each individual identified on the Organization Chart, list ***all*** other projects (whether currently under contract or not) for which the individual is being proposed to perform work tasks. For each project, provide the anticipated start date.

The weighting (or value associated with) each of the preceding areas has been provided to give Submitters an idea of the relative importance of each element to the City.

SUBMITTAL TIME AND PLACE

ALL STATEMENT OF QUALIFICATIONS SUBMITTALS MUST BE RECEIVED AT THE SCOTTSDALE AIRPORT TERMINAL BUILDING, 15000 N. AIRPORT DRIVE, #200, SCOTTSDALE, AZ 85260, NO LATER THAN 4:00 PM (LOCAL TIME) ON AUGUST 14, 2006, WHERE THEY WILL BE OFFICIALLY TIME AND DATE STAMPED. Statement of Qualifications must be in the actual possession of the Scottsdale Aviation Division on or prior to the exact time and date indicated above. LATE SUBMITTALS AND POSTMARKS WILL NOT BE CONSIDERED. A completed submittal document (including all of the in-

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formation requested in this Request for Statement of Qualifications) must be submitted to constitute an acceptable submittal.

SUBMITTAL EVALUATION PROCESS

A Selection Committee will evaluate each submittal according to the criteria set forth in the Submittal Content section of this Request for Statement of Qualifications. Each Selection Committee member will evaluate the submittals and assign a point value at their discretion to each section of the Submittal Content portion of this Request for Qualifications. Each Selection Committee member will total the points for each submittal. All individual Section Committee member's total points for each submittal will be added together to derive the submittals total points.

Based on the total points received by each submittal, no more than three firms will be identified for inclusion on the Short List. The City reserves the right to select a firm based on the submittals only and not to proceed with an interview process. If interviews are conducted, the interviews shall be with the firms identified on the Short List. An interview invitation letter will provide a minimum of one-week notice prior to any scheduled interview. The interview letter will also provide the evaluation criteria to be used, as well as the required team members to be present. Each interviewed firm will be ranked in order of preference based on the interview process. Aviation Staff will recommend contracting with the top rated firm to the Airport Advisory Commission and then to the City Council.

The City of Scottsdale reserves the right to request additional or supplemental information or clarifications from submitters, to conduct such investigations as the City considers appropriate with respect to the qualifications and capabilities of any submitter or information contained in any submittal, to reject any or all submittals, to modify or supplement or amend the Request for Statement of Qualifications or the submittal process/schedule, to waive any informality, to negotiate with submitters, to cancel or re-issue the Request for Statement of Qualifications, or advertise for new submittals.

Submittals shall remain in effect until the Contract Agreement is executed and authorized by City Council or ninety (90) calendar days after the submittal opening, whichever occurs first.

PROPOSED SCHEDULE:

The proposed schedule for the selection process is as follows:

July 17, 2006	Request for Statement of Qualifications available for distribution
July 28, 2006	Deadline for questions
August 14, 2006	Submittal deadline 4:00 PM Local Time
August 21, 2006	Announce selection or notify finalists and presentation schedule
August 29, 2006	Presentations (tentative and if necessary)
September 1, 2006	Announce selection
September 13, 2006	Airport Advisory Commission Action (tentative)
October 3, 2006	City Council Action (tentative)

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WEBSITE INFORMATION

The Scottsdale Airport's website at www.scottsdaleairport.com will be used to post this Request for Statements of Qualifications and any addendums. It is each submitter's responsibility to ensure that they have downloaded any and all information regarding this Request for Statements of Qualifications.

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ADDENDUM ACKNOWLEDGEMENT FORM

Submitters must provide verification of receipt of any/all addenda to this Request for Statement of Qualifications by completing the section below and including this page with the submittal. Please remit this page even if no addendums were issued and indicate as such.

Addendum #	Dated	Received By
		(signature of submittal signer)
		(signature of submittal signer)
		(signature of submittal signer)
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**CITY OF SCOTTSDALE
AIRPORT ENGINEERING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this _____ day of _____, 2006, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and _____, a Corporation of the State of _____, hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for the purpose of providing professional airport engineering services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to, airport master planning, environmental analysis, engineering, airport noise control, land use compatibility, conceptual layouts, facility design, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations as may be necessary; and

WHEREAS, the Engineer is qualified to render the services desired by the City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

The Engineer shall act under the authority and approval of the Contract Administrator to provide the services required by this Contract.

The Engineer shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the services generally outlined below and specifically indicated in future Authorization of Services attached and agreed upon by the City.

The Engineer may utilize the services of the Independent Contractors, Consultants and Subcontractors, when such services are warranted and previously agreed upon in writing by the City.

1.1 GENERAL SERVICES

The Engineer shall render services as the City's professional Airport Engineer, giving consultation and advise as needed. The Engineer shall provide general project administration, fiscal planning and management services, including but not limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport development and maintenance projects.

1.2 AIRPORT ENGINEERING SERVICES

The Engineer shall assist the City in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, participate with the City's Purchasing Department with the bidding process or negotiation and construction

supervision. Specific engineering services will be included under Scope of Services in an attached Authorization of Services. One or more separate Authorization of Services will be prepared for each engineering project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the specific services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Engineer for its services, and any and other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Contract. The Engineer may elect not to perform any services before execution of an Authorization of Services.

1.3 PLANNING AND/OR FEASIBILITY STUDIES

For all services not covered under the above general services or Airport engineering services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or feasibility studies shall set forth the specific services to be performed, the time limits within which such services are to be performed, the compensation to be paid the Engineer for its services, and any other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Contract. The Engineer may elect not to perform any services before execution of such an Authorization of Services.

1.4 AUTHORIZATION OF SERVICES

Prior to initiating any work requested under Sections 1.1, 1.2, and 1.3 above, the Engineer and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator shall approve all Authorization of Services.

1.5 RESPONSIBILITY OF THE ENGINEER

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Engineer under this Contract. The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the contract period.

1.6 RESPONSIBILITY OF THE CITY

The City shall cooperate with the Engineer by making a diligent effort to provide available items reasonably necessary for the Engineer to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.

2.0 FEES AND PAYMENTS

2.1 COMPENSATION

All compensation for services rendered by the Engineer and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Engineer.

2.1.1 General Services

Compensation for general services authorized by the City shall be based upon actual hours and expenses incurred by the Engineer. The Engineer and any of its Subcontractors must provide certified hourly rate schedules, which will be approved by and placed on file with the City. Such hourly rate schedules will establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Engineer. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City. The Engineer may submit revised hourly rate schedules for approval no later than 60 days prior to the expiration of each one-year contract period. The Contract Administrator and Purchasing Director must approve any revised hourly rate in writing at the time of any contract extension.

2.1.2 Price Escalation

The Engineer may only request Price increases, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Engineer and the Contract Administrator; however, the Contract Administrator shall evaluate the Engineer's performance, services, and records documentation to determine the appropriateness of the increase requested.

The percentage increase in unit pricing may not exceed the percent increase in the United States "Consumer Price Index" for All Urban consumers (C.P.I.-U.) U.S. City Average for the Percent Change from the Year Ago as published by the U.S. Department of Labor, Bureau of Labor Statistics. (Index Base Period 1982-84 = 100).

2.1.3 Engineering/Planning/Feasibility Services

Compensation for all services other than General Services shall be made as specified in the Authorization of Services.

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting

records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

The Contract Administrator prior to payment must approve all charges.

All billing will be to the Scottsdale Airport, 15000 N. Airport Drive, #200, Scottsdale, AZ 85260.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Aviation Director, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The general services of the Engineer shall be available on a continuous basis for a period of three (3) year commencing as of the effective date of this Contract. Specific services outlined in all subsequent Authorizations of Services shall be undertaken and completed in the sequence and time frame specified in each Authorization of Services. It is understood that specific services, begun during the time of performance as outlined above, may require the services of the Engineer beyond the termination date of this contract, in which case, the provisions of this Contract will remain in effect for the completion of that specific service.

The City reserves the option to extend this Contract, for a maximum of two (2) more one-year periods, upon the concurrence of the Contract Administrator and Purchasing Director.

This Contract shall be in full force and effect when all signatures have been affixed hereon and it has been approved by the City Council of the City of Scottsdale, Arizona, and signed by its Mayor as attested by the City Clerk thereof. Any Authorization of Service shall not be considered modifications of this Contract and shall be effective upon their execution by the Contract Administrator or designee.

In the event that the tasks remain incomplete after specified time period, continuation of this Contract shall be subject to written approval of the Contract Administrator.

3.3 *TERMINATION OF CONTRACT*

The City has the right to terminate this Contract or abandon any portion of the project for which the Engineer has not performed services.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Engineer for any amount, and Engineer shall be liable to City for any and all damages sustained by reason of the default, which gave rise to the termination.

In the event Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the covenants,

agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Engineer's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Engineer.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree

to release the Engineer from any liability related to the preparation of final construction plans by others.

3.7 *COMPLETENESS AND ACCURACY*

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Engineering errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

3.8 *ATTORNEY'S FEES*

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 *SUCCESSORS AND ASSIGNS*

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets.

3.10 *ASSIGNMENT*

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 *SUBCONTRACTORS*

During the performance of the Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

3.12 *ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES*

The total Scope of Engineering Services to be performed in accordance with this Contract is set forth herein, and, if the Engineer is asked to perform services, which are not included in this Contract, they will be considered additional services. The Engineer shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Engineer performs the additional services

without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Engineer shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when all other parties to the Contract receive written notice from the City, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer shall reveal fully in writing any financial or compensatory agreement, which it has with a prospective Engineer prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ENGINEER'S PERFORMANCE

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer:

(Insert Engineer's Firm Name, Contact, Address, Phone Number)

On behalf of the City: Scottsdale Airport
 15000 N. Airport Drive, 2nd Floor
 Scottsdale, AZ 85260

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 *INDEPENDENT CONTRACTOR*

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 *INELIGIBLE BIDDER*

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 *INDEMNIFICATION*

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions to the extent caused by Engineer performing work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 *INSURANCE*

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Engineer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Engineer shall be solely responsible

for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Engineer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

- 4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, the Engineer shall execute written agreement with the Subcontractor containing the same Indemnification Clause set forth herein and Insurance Requirements as requested by the City of Scottsdale to protect the City of Scottsdale and Engineer. The Engineer shall be responsible for executing the agreement with the Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. Depending on the Subcontractor's Scope of Work and at the sole option of the City, the Subcontractor's Professional Liability limits may be reduced to \$1,000,000 each claim and \$2,000,000 all claims.
- 4.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Engineer shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance.
 2. Engineer's insurance shall be primary insurance as respects performance of subject contract.
 3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
 4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

- 4.2.1 Commercial General Liability: Engineer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal

injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, Engineer shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance limit of \$3,000,000 each claim and \$3,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.2.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.2.4 Workers Compensation Insurance: Engineer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance of work or services under this Contract, and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Engineer's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

- 5.1.1 Engineer shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
1. Engineer becomes insolvent; or
 2. Engineer ceases to conduct business; or
 3. Engineer makes a general assignment for the benefit of creditors; or
 4. A petition is filed in Bankruptcy by or against Engineer.
- 5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

- 5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 *PROPRIETARY PROTECTION*

- 5.2.1 City acknowledges that to the extent Engineer advises the City that the Software is confidential information or is a trade secret property of the Engineer, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.
- 5.2.2 Engineer shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.
- 5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Engineer shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 *NON-INFRINGEMENT*

Engineer warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against City asserting or involving such an allegation, Engineer will defend, at Engineer's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Engineer's opinion the Software is likely to become the subject of such a claim of infringement, Engineer will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 *THIRD PARTY LICENSE*

Engineer shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Engineer's responsibility to negotiate acceptable terms or to supply Software from another source

with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto
subscribed their names this ____ day of _____, 2006.
(Use date of City Council Meeting)

CITY OF SCOTTSDALE

Mary Manross, Mayor

ATTEST:

ENGINEER:

Carolyn Jagger
City Clerk

(Enter name of firm here)

Signature

Monroe C. Warren
Purchasing Director

Name

Pauline Hecker
Risk Management Director

Title

Scott T. Gray
Aviation Director

(If Engineer is doing business as an
individual, add a line for SSN

APPROVED AS TO FORM:

Deborah Robberson
City Attorney

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:		Project Title:		Contract #:		
Companies Affording Coverage				Current State of Arizona License		Current A.M. Best Rating
Producer:	A. B. C. D. E.			Yes	No	
Insured:						
This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.						
Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS <div style="text-align: right;">(,000)</div>	
	General Liability Commercial General Liability Occurrence Claims Made Owner's & Engineer's Prot. Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	\$ \$ \$ \$ \$ \$
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	\$ \$ \$ \$
	Professional Liability Type _____ Claims Made Occurrence				Each Claim All Claims	\$ \$
	Excess Liability Umbrella Form Other than umbrella form Claims Made Occurrence				Each Occurrence Aggregate	\$ \$
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 \$ \$ \$
	Builder's Risk					
	Other:					
<u>Description of Operations/Locations/Vehicles/Special Items:</u> City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.						
CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258				Authorized Representative of the insurance company(ies) Signature: _____ Date: _____		

ACORD_{tm}		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
		COMPANY B				
INSURED		COMPANY B				
		COMPANY C				
		COMPANY C				
		COMPANY D				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ <input type="checkbox"/> INCL PARTNERS/EXECUTIVE <input type="checkbox"/> EXC OFFICERS ARE:				WC STATU- TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE . POLICY LIMIT \$ EL DISEASE . EA EMPLOYEE \$	
	Other: _____					
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER:						
CERTIFICATE HOLDER				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,		

W-9 TAXPAYER FORM

It is necessary for the *successful* Consultant to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Professional Contracts Listing on Purchasing's web site.**

FIRST ADDENDUM TO REQUESTS FOR QUALIFICATIONS SCOTTSDALE AIRPORT ENGINEERING SERVICES

Request for Qualifications Issued July 17, 2006

This First Addendum is dated July 28, 2006

NOTICE IS HEREBY GIVEN that the above-referenced Request for Qualifications is clarified and modified in the following manner:

1. On Page 5 of the Request for Qualifications in the section titled "(2) Submitters Information", subsection A., paragraph 2, replace paragraph with the following:

"Identify the current legal name of the firm that will be primarily responsible for providing subconsultant engineering and/or planning services during the term of this contract along with the number of years each has operated under that name. If less than 5 years, list all other legal names under which the firm(s) operated within the past 5 years. If these services will be provided by the Prime Firm, so state."

2. On Page 5 of the Request for Qualifications in the section titled "(2) Submitters Information", subsection A, paragraph 5, replace the paragraph with the following:

"If utilizing a subconsultant for the provision of engineering and/or planning services, identify the location of each office from which the majority of the production work for engineering and/or planning services will be performed. Provide a table that lists each of the work titles that make up the staff of that office(s). Along with the list of titles, provide the total numbers of staff in that office(s) carrying each title."

3. On Page 5 of the Request for Qualifications in the section titled "(2) Submitters Information", subsection A, paragraph 7, replace the first sentence with the following:

"Provide a brief description of two (2) relevant airport engineering projects performed by your firm and/or your engineering subconsultant (no more than two (2) projects total if indicated projects from both your firm and your subconsultant firm)."

FIRST ADDENDUM TO REQUESTS FOR QUALIFICATIONS
SCOTTSDALE AIRPORT ENGINEERING SERVICES
PAGE 2 OF 2

- 4. On Page 6 of the Request for Qualifications in the section titled “2) Submitters Information”, subsection B, paragraph 1, replace the first sentence with the following:**

“Provide an organizational chart identifying the key staff from your firm and any subconsultant firm(s) identified in section 2A above, that will be assigned to projects under the term of this contract.”

Except as modified by this First Addendum, the Request for Qualifications is unchanged. Each submittal must include written acknowledgment of this First Addendum. Accordingly, complete and sign the Addendum Acknowledgement Form included as page 10 of the Request for Qualifications.

**QUESTIONS/RESPONSES FOR THE REQUEST FOR QUALIFICATIONS
FOR SCOTTSDALE AIRPORT ENGINEERING SERVICES
July 28, 2006**

Request for Qualifications Issued July 17, 2006

Question 1. Must the font of the information provided within the Gantt Chart sample schedules be limited to the minimum 12 point?

Answer 1: The Gantt Chart does not need to meet the minimum 12-point font requirement. The information provided, however, should be at such size as to be easily readable.

Question 2. The RFQ indicates that the team be comprised of a prime engineering firm, and a subconsultant planning firm. Can the team consist of a prime engineering firm and subcontract some or all engineering service?

Answer: The prime firm may use a subconsultant engineering firm in accordance with the contract included as Exhibit A. If the prime firm intends on using a subconsultant for engineering services, that should be indicated as such in the proposal. The First Addendum provides appropriate changes to address this issue.

SECOND ADDENDUM TO REQUESTS FOR QUALIFICATIONS SCOTTSDALE AIRPORT ENGINEERING SERVICES

Request for Qualifications Issued July 17, 2006
First Addendum is dated July 28, 2006

This Second Addendum is dated August 7, 2006

NOTICE IS HEREBY GIVEN that the above-referenced Request for Qualifications is clarified and modified in the following manner:

1. On Page 5 of the Request for Qualifications in the section titled “2) Submitters Information” first paragraph, remove “Submitter Information From in the first sentence and replace with the following:

“Addendum Acknowledgement Form.”

2. This paragraph is intended to provide additional clarification on several changes identified in the First Addendum dated July 28, 2006.

The use of subconsultant engineering services was added to several sections along with the already included subconsultant planning services. As indicated in the First Addendum paragraphs 1 and 2, the subconsultant firm(s) “...will be primarily responsible...” and perform “...the majority of the production work...”. These criteria would be for the total of all types of engineering and/or planning services necessary for the completion of those projects indicated on page 2 of the Request for Qualifications and not each individual engineering and/or planning discipline. Therefore, submitters may only identify one subconsultant engineering firm and/or one subconsultant planning firm.

Except as modified by the First and Second Addendums, the Request for Qualifications is unchanged. Each submittal must include written acknowledgment of this First and Second Addendums. Accordingly, complete and sign the Addendum Acknowledgement Form included as page 10 of the Request for Qualifications.